

HONORABLE THOMAS S. ZILLY



04-CV-01890-ORD

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

REBECCA BELL, et al.,

Plaintiffs,

v.

WEST TRAVEL, INC., and ALASKA
SIGHTSEEING/CRUISE WEST CO. dba
CRUISE WEST, and RICHARD G. WEST,
an individual,

Defendants.

CASE NO. C04-1890Z

STIPULATION AND
SETTLEMENT AGREEMENT

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement ("Agreement") is made by the Plaintiffs and the Defendants, West Travel, Inc., and Alaska Sightseeing/Cruise West Co. dba Cruise West and Richard G. West (collectively, "Cruise West" or "Defendants") in the action pending in the U.S. District Court for the Western District of Washington, Case No. C04-1890Z ("Action"), and is subject to the approval of the Court. The "Plaintiffs" are Rebecca Bell and all individuals who submitted a Consent to Become a Party Plaintiff whose names are set forth on Exhibit A attached hereto.

BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)

STIPULATION AND SETTLEMENT AGREEMENT - 1

WEBSTER, MRAK & BLUMBERG

1420 FIFTH AVE. SUITE 2200

P.O. BOX 16365

SEATTLE, WA 98116-0365

(206) 223-0344

RECITALS

I. Plaintiffs' Claims. The Action was originally filed by plaintiff Bell in the District Court on September 1, 2004. On or about October 29, 2004, Bell filed and served an Amended Collective Action Complaint ("Amended Complaint"), alleging that Cruise West failed to pay overtime compensation required by the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. The Plaintiffs have claimed and continue to claim that their claims have merit and give rise to liability on the part of Cruise West. Neither this Agreement, nor any documents referred to or contemplated herein, or any action taken to carry out this Agreement is, or may be construed as, or may be used as an admission, concession, or indication by or against the Plaintiffs or Plaintiffs' Counsel as to the merits or lack thereof of the claims asserted.

II. Cruise West's Denials of Wrongdoing. Cruise West has denied and continues to deny each of the claims and contentions alleged by the Plaintiffs in the Action. Cruise West has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Cruise West also has denied and continues to deny, *inter alia*, the allegations that the Plaintiffs have suffered damage, or that Cruise West misclassified any of the Plaintiffs as exempt from overtime requirements. Neither this Agreement, nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, or may be construed as, or may be used as an admission, concession or indication by or against Cruise West or Cruise West's counsel as to the validity or merits of the claims asserted or of any fault, wrongdoing or liability whatsoever.

III. Certification and Notice. Plaintiff sought to certify a collective action and on February 15, 2005, the Court provisionally certified, over Cruise West's objection, a class consisting of:

Those individuals who were employed by Defendants as "marine guest services employees" from October 30, 2001 through March 7, 2005. "Marine

1 guest services employees," include all Chefs of any type, all Galley Staff of
 2 any type, all Bartenders and Bar Staff, Purser, Cruise Coordinators and all
 3 CSRs (customer service representatives).

4 Notice was sent to current and former employees of Cruise West, and the Plaintiffs listed in
 5 Exhibit A submitted a Notice to Become a Party Plaintiff. The Court did not address the
 6 merits of the parties' arguments.

7 **IV. Discovery in the Collective Action.**

8 The parties have engaged in factual discovery in this action. Counsel for the parties
 9 have further investigated the applicable law as applied to the facts discovered regarding the
 10 alleged claims of the Plaintiffs and potential defenses thereto, and the damages claimed by
 11 the Plaintiffs. In pertinent part, the investigation has yielded the following: The gist of the
 12 Action is the allegation that Cruise West has failed to pay the Plaintiffs overtime
 13 compensation as allegedly required by law. The Plaintiffs are demanding various amounts
 14 for wages, penalties, interest, attorneys' fees, and other damages. Cruise West contends that
 15 the Plaintiffs were properly paid, they were exempt from federal overtime requirements by
 16 virtue of one or more exemptions recognized under federal law, and several additional
 17 defenses apply.

18 **V. Benefits of Settlement to the Plaintiffs.** Plaintiffs recognize the expense and
 19 length of continued proceedings necessary to continue the litigation against Cruise West
 20 through trial and through any possible appeals. Plaintiffs have also taken into account the
 21 uncertainty and risk of the outcome of further litigation, and the difficulties and delays
 22 inherent in such litigation. Plaintiffs are also aware of the burden of proof necessary to
 23 establish liability for the claims asserted in the Action, Cruise West's defenses thereto, and
 24 the difficulties in establishing damages. Plaintiffs have also taken into account the extensive
 25 settlement negotiations conducted under the auspices of U.S. Magistrate Judge James P.
 26 Donohue, which negotiations ended in written settlement terms executed on January 30,
 27

2007. Based on the foregoing, Plaintiffs have determined that the settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in their best interests.

VI. Cruise West's Reasons for Settlement. Cruise West has concluded that any further defense of this litigation would be protracted and expensive. Substantial amounts of time, energy and resources of Cruise West have been and, unless this Agreement is made, will continue to be devoted to the defense of the claims asserted by the Plaintiffs. Cruise West has, therefore, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims asserted by the Plaintiffs.

TERMS AND CONDITIONS

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and between the Plaintiffs and Cruise West, and subject to the approval of the Court, that the Collective Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement and that the Action shall be dismissed with prejudice, subject to the recitals set forth hereinabove (which by this reference become an integral part of this Agreement) and subject to the following terms and conditions:

1. Payment by Cruise West. Cruise West shall arrange for payment of \$940,000.00 (Nine Hundred Forty Thousand Dollars and No Cents) into a fund (the "Settlement Fund" as defined below) for purposes of this settlement which shall be paid into the trust account of Webster Mrak & Blumberg after the Court's approval of this Stipulation and Settlement Agreement and the Court's entry of the Final Judgment and Order of Dismissal With Prejudice ("Final Judgment"), the form of which is attached as Exhibit B. If the actual date of payment of the Settlement Fund is more than fifteen (15) days after the Court's approval of this Stipulation and Settlement Agreement and the Court's entry of the Final Judgment, then Cruise West shall, in addition, pay interest on the Settlement Fund at the annual rate of 8.25% during the period between the date which is 15 days past the date of entry of the Final Judgment and the date the settlement is paid. The Settlement Fund and

1 applicable interest, if any, shall be paid not later than June 30, 2007, unless Final Judgment is
 2 not entered by that date, in which case the Settlement Fund shall be paid, without interest,
 3 within fifteen days after the date Final Judgment is entered. This payment is made in
 4 exchange for the promises and commitments made by Plaintiffs and their counsel throughout
 5 this Agreement, including but not limited to the release of claims by Plaintiffs in paragraph 2
 6 and the dismissal with prejudice in paragraph 11. The fact and amount of these payments
 7 will be reported on IRS Form 1099.
 8

9 **2. Release.** Plaintiffs, both individually and in their collective capacity, on
 10 behalf of themselves and their marital communities, heirs, executors, administrators, and
 11 assigns, do hereby irrevocably waive, release, acquit, and forever discharge Cruise West, its
 12 owners, affiliates, or related entities, and its present and former directors, officers,
 13 employees, agents and attorneys, both individually and in their representative capacities
 14 (collectively, the "Released Parties"), from any and all claims, rights, demands, charges,
 15 complaints, causes of action, damages, obligations, disputes, or liabilities of any kind or
 16 nature that were asserted in the Action or could have been but were not asserted in the
 17 Action, whether known or unknown, arising out of the alleged facts, circumstances, and
 18 occurrences underlying the allegations set forth in the Amended Complaint. This release
 19 specifically excludes, without limitation, the following: any claims for breach or
 20 enforcement of this Agreement; any claims for physical injury, maintenance, cure, and
 21 "unearned wages" arising due to any injury and/or illness suffered by a Plaintiff while in the
 22 employment of Cruise West and/or the service of one or more of Cruise West's vessels; any
 23 claims for or entitlements to ERISA plan benefits; any claims under the Age Discrimination
 24 in Employment Act or Older Workers Benefits Protection Act; any claims that may not be
 25 released as a matter of law and claims under the Fair Labor Standards Act for any period
 26 after March 7, 2005.
 27

1 **3. Time Period Covered by Settlement Payments.** The settlement payments
2 cover claims under the Fair Labor Standards Act for the period through March 7, 2005.

3 **4. Settlement Fund.** The term "Settlement Fund" shall refer to the funds
4 (totaling \$940,000.00) that Cruise West pays into the trust account of Webster Mrak &
5 Blumberg for distribution in accordance with this Agreement. Interest that accrues on the
6 Settlement Fund shall belong to Plaintiffs.

7 **5. Allocation of Settlement Fund.** The Settlement Fund shall be allocated
8 among the following elements: (a) the total payments to the Plaintiffs of the Gross
9 Settlement Amounts less deductions as explained in paragraph 6 below (the potential total
10 Gross Settlement Amounts equal \$617,902.24, less taxes, plus interest accrued on the
11 Settlement Fund, and shall collectively be referred to as the "Payout Fund"); (b) costs
12 incurred by Plaintiffs' Counsel (\$6,764.43 plus additional taxes and up to \$2,000.00 for costs
13 of administration as set forth in paragraphs 7 and 13 below); and (c) the fees awarded to
14 Plaintiffs' Counsel (\$313,333.33) as set forth in paragraph 8 below. For purposes of this
15 Agreement, the Gross Settlement Amounts shall be allocated among alleged unpaid wages
16 and overtime compensation (\$216,265.78), alleged liquidated damages (\$216,265.78),
17 alleged interest (\$185,370.68), plus alleged interest accrued on the Settlement Fund. Because
18 the amount of accrued interest is unknown, the amounts stated herein as allocated among the
19 designated elements are necessarily approximate.
20

21 **6. Plan of Allocation for Payment to Plaintiffs.** A Plaintiff's Gross Settlement
22 Amount will be calculated in proportion to the amount of back pay calculated and set forth
23 for such person in Exhibit C. From the portion of each Plaintiff's Gross Settlement Amount
24 allocated to unpaid wages and overtime compensation, payroll deductions will be made for
25 state and federal withholding and other taxes and any other applicable payroll deductions
26 owed by the Plaintiff as a result of the payment. The resulting amount, plus each Plaintiff's
27 share of liquidated damages and accrued interest, result in a "Net Settlement Amount." The

1 Net Settlement Amount that will be paid to each Plaintiff is the Plaintiff's "Settlement
2 Award." The Gross Settlement Amount for that Plaintiff is consequently the sum of the Net
3 Settlement Amount for that Plaintiff plus the state and federal withholdings taxes and other
4 payroll deductions owed by the Plaintiff relating to the payment to the Plaintiff.

5 7. Reimbursement of Costs Incurred by Counsel. Plaintiffs' Counsel shall be entitled
6 to reimbursement from the Settlement Fund of the costs they incurred in connection with the
7 Action, which total \$ 6,764.43 plus costs of administration as set forth in paragraph 13
8 below.

9
10 **8. Fees Award.**

11 A. Plaintiffs' Counsel shall be entitled to an award of attorneys' fees
12 ("Fees Award") of \$ 313,333.33, constituting thirty three and 1/3 percent (33-1/3%) of the
13 value of the Settlement Fund.

14 B. The Fees Award shall be paid from the Settlement Fund and shall be
15 distributed as between Plaintiffs' Counsel as Plaintiffs' Counsel have mutually agreed among
16 themselves.

17 C. Payment of the Fees Award to Plaintiffs' Counsel shall constitute full
18 satisfaction of Cruise West's obligation to pay any amounts to any person, attorney, or law
19 firm for attorneys' fees, expenses or costs in the Action incurred by any person, attorney, or
20 law firm on behalf of the Plaintiffs, and shall relieve Cruise West, the Settlement Fund
21 Administrator, and all other Released Parties of any other claims or liability to any other
22 person, attorney, or law firm for any attorneys' fees, expenses and/or costs to which any of
23 them may claim to be entitled on behalf of the Plaintiffs with respect to their claims.

24
25 **9. Responsibilities of Webster Mrak & Blumberg.** Upon approval of the
26 Court, Webster Mrak & Blumberg shall act as Settlement Fund Administrator and in that
27 capacity shall:

- 1 A. From the Settlement Fund, pay and/or withhold all required federal,
2 state, and local taxes;
3 B. From the Settlement Fund, pay the reimbursement of costs incurred by
4 counsel;
5 C. From the Settlement Fund, pay the Fees Award;
6 D. From the Settlement Fund, pay the Settlement Awards from the Payout
7 Fund to the Plaintiffs in accordance with the terms of this Agreement; and
8 E. Report all payments and taxes as required by federal, state, and local
9 law.
10

11 **10. Operation of the Settlement Fund.**

- 12 A. Webster Mrak & Blumberg will establish a separate interest bearing
13 trust account for the Settlement Fund;
14 B. Webster Mrak & Blumberg will calculate the net amounts to be paid to
15 the Plaintiffs from the Payout Fund in accordance with the terms and provisions of this
16 Agreement;
17 C. Webster Mrak & Blumberg shall have the authority and obligation to
18 make payments, credits and disbursements, including payments in the manner set forth
19 herein, to the Plaintiffs from the Payout Fund calculated in accordance with the methodology
20 set out in this Agreement and orders of the Court;
21 D. Webster Mrak & Blumberg shall make all proper payments,
22 disbursements and credits from the Settlement Fund; and
23 E. No payments shall be made from the Settlement Fund until the Final
24 Judgment is entered and either (1) the period for appealing the Final Judgment has passed
25 and expired, or (2) any appeal has been finally resolved.
26

27 **11. Approval of Settlement and Dismissal with Prejudice.** Simultaneously
with the filing of this Agreement, Plaintiffs' Counsel shall file a motion to approve the

1 Agreement and for entry of the Final Judgment. Plaintiffs' Counsel shall provide Cruise
 2 West with a proposed motion at least seven (7) days prior to filing this Agreement and shall
 3 attempt in good faith to address any concerns raised by Cruise West. Cruise West will not
 4 oppose the motion; however, Cruise West reserves the right to correct and/or contest any
 5 representations or statements made in the motion or supporting documentation. Upon
 6 approval of the Agreement by the Court, the parties shall promptly present the Final
 7 Judgment to the Court for approval. After entry of the Final Judgment, the Court shall have
 8 continuing jurisdiction solely for purposes of addressing: (a) interpretation, implementation
 9 and enforcement of this Agreement, and (b) such post-Final Judgment matters as may be
 10 appropriate under court rules or as set forth in this Agreement.
 11

12 **12. Procedure for Payment of Settlement Awards.** Settlement Awards for the
 13 Plaintiffs shall be paid pursuant to the settlement formula set forth herein. Webster Mrak &
 14 Blumberg's determination of the amounts of any Settlement Awards under the terms of this
 15 Agreement shall be conclusive, final and binding on all parties, including all Plaintiffs,
 16 subject to review by the Court, if necessary. Any checks paid to Plaintiffs shall remain valid
 17 and negotiable for 90 days from the date of their issuance. Any balance remaining in the
 18 trust account created by Webster Mrak & Blumberg shall be disbursed pursuant to further
 19 order of the Court. Webster Mrak & Blumberg shall keep the Court and counsel for the
 20 parties apprised of all distributions from the Settlement Fund, and upon completion of
 21 administration of the Agreement, Webster Mrak & Blumberg shall provide written
 22 certification of such to the Court and counsel for the parties.
 23

24 **13. Costs of Administration.**

25 A. All taxes (other than plaintiff-paid withholding taxes) shall be paid
 26 from the Settlement Fund as a cost of administration. In addition, Plaintiffs' Counsel's costs
 27 and expenses incurred in administering the settlement shall be reimbursed from the
 Settlement Fund in an amount not to exceed \$2,000.00. The parties agree to cooperate in the

1 settlement administration process and to make reasonable efforts to control and minimize the
2 costs and expenses incurred in administration of the Agreement.

3 B. Payment of these amounts shall constitute full satisfaction of Cruise
4 West's and the Released Parties' obligations to pay any amounts to any person, attorney, or
5 law firm for costs, expenses, taxes, or any other amount in relation to the Action and the
6 administration of and payments under this Agreement.

7
8 **14. Taxation.**

9 A. The parties agree that appropriate withholding of federal, state, and
10 local taxes, and the Plaintiffs' share of FICA and Medicare taxes, will be made from
11 payments made pursuant to this Agreement.

12 B. Webster, Mrak & Blumberg, as the Settlement Fund Administrator,
13 shall undertake responsibility for paying all taxes (other than plaintiff-paid withholding
14 taxes) as a cost of administration.

15 C. Plaintiffs' withholding taxes shall be deducted from their Gross
16 Settlement Amount. The amount of federal income tax withholdings will be based upon the
17 applicable flat withholding rate for supplemental wage payments. Income tax withholdings
18 will also be made pursuant to applicable state and/or local withholding codes or regulations.

19 D. The Settlement Fund Administrator shall pay all taxes to the
20 appropriate taxing authority and shall issue to individual Plaintiffs all tax documentation,
21 including Form W-2 for relevant wage damages, and Form 1099 for interest and liquidated
22 damages and such individual Plaintiff's respective share of the Fees Award and cost
23 reimbursement.

24
25 **15. Nullification of Settlement Agreement.** In the event (a) the Court does not
26 approve the Agreement as provided herein; (b) the Court does not enter the Final Judgment
27 as provided herein; or (c) the Agreement does not become final for any other reason, this
Agreement shall be null and void and any order or judgment entered by the Court in

1 furtherance of this Agreement shall be treated as void *ab initio*. In such a case, absent a
2 subsequent agreement between the parties, the parties and any funds to be awarded under this
3 Agreement shall be returned to their respective statuses as of the date and time immediately
4 prior to the settlement terms executed on January 30, 2007, and the parties shall proceed in
5 all respects as if this Agreement had not been executed. In the event an appeal is filed from
6 the Court's Final Judgment, or any other appellate review is sought, administration of the
7 Agreement shall be stayed pending final resolution of the appeal or other appellate review.
8

9 **16. Authorization to Enter Into Settlement Agreement.** Rebecca Bell and
10 Plaintiffs' Counsel warrant and certify that they are authorized by the Plaintiffs to negotiate
11 and enter into this Agreement and to take all appropriate actions required or permitted to be
12 taken by Plaintiffs pursuant to this Agreement to effectuate its terms, and to execute any
13 other documents required to effectuate the terms of this Agreement. The person signing this
14 Agreement on behalf of Cruise West represents and warrants that he is authorized to sign this
15 Agreement on behalf of Cruise West. The parties and their counsel will cooperate with each
16 other and use their best efforts to effect the implementation of the Agreement. In the event
17 the parties are unable to reach agreement on the form or content of any document needed to
18 implement the Agreement, or on any supplemental provisions that may become necessary to
19 effectuate the terms of this Agreement, the parties may seek the assistance of the Court to
20 resolve such disagreement.
21

22 **17. Washington Law Governs.** All terms of this Agreement and the Exhibits
23 hereto shall be governed by and interpreted according to the laws of the State of Washington,
24 excluding its choice of law rules.

25 **18. Counterparts.** This Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them shall be deemed to be one and the
27 same instrument provided that counsel for the parties to this Agreement shall exchange
among themselves original signed counterparts.

19. **Exhibits and Headings.** The exhibits are an integral part of this Agreement. Headings are inserted for convenience and are not part of this Agreement.

20. **Intent.** This Agreement is intended to fully and finally resolve all claims between the parties in the Action. Every provision of this Agreement shall be interpreted to accomplish this end.

21. Disposition of Documents. Within ninety (90) days of entry of the Final Judgment or upon final resolution of any appeal if the Final Judgment is appealed, all documents produced in the litigation shall be returned to the producing party unless the parties mutually agree to some other disposition of the documents.

22. Modification of the Agreement. This Agreement may be modified only through a written instrument signed by counsel and representatives of the parties.

23. Defense and Indemnity. To the extent that any claims arise relating to the administration of the Agreement, Webster Mrak & Blumberg shall defend and indemnify Cruise West and its counsel in the proceedings.

24. **This Settlement is Fair, Adequate and Reasonable.** The parties believe the Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Agreement in arms-length negotiations, taking into account all relevant factors, present and potential. This Agreement was reached after extensive and tenacious negotiations.

25. Cooperation and Drafting. Each of the parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the parties.

NAMED PLAINTIFF/PLAINTIFFS

See Attached

Date: _____, 2007

Rebecca Bell, individually and as an authorized agent for all other Plaintiffs

BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)

STIPULATION AND SETTLEMENT AGREEMENT - 12

WEBSTER, MRAK & BLUMBERG
1420 FIFTH AVE, SUITE 2200
P.O. BOX 16365
SEATTLE, WA 98116-0365
(206) 223-0344

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NAMED PLAINTIFF/PLAINTIFFS

Date: 6.2, 2007

Rebecca A Bell
Rebecca Bell, individually and as an
authorized agent for all other Plaintiffs

BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)
STIPULATION AND SETTLEMENT AGREEMENT - 12

WEBSTER, MRAK & BLUMBERG
1420 FIFTH AVE. SUITE 2200
P.O. BOX 16365
SEATTLE, WA 98116-0365
(206) 223-0344

PLAINTIFFS' COUNSEL

GINSTER & WEBB, P.S. INC.

s/Gordon Webb, Anthony Ginster
By: _____

Anthony J. Ginster
Gordon C. Webb

WEBSTER, MRAK & BLUMBERG

s/ James Webster, Rick Blumberg
By: _____

James H. Webster
Richard P. Blumberg

WEST TRAVEL, INC. and ALASKA
SIGHTSEEING/CRUISE WEST CO.
dba CRUISE WEST

See Attached

By: _____

Jeff Krida
President

RICHARD G. WEST, an individual

See Attached

Richard G. West

DEFENDANTS' COUNSEL

KIRKPATRICK & LOCKHART
PRESTON GATES ELLIS LLP

See Attached

By: _____

Patrick M. Madden
Marc C. Levy

Date: 6/2/2007

Date: 6/2/2007

Date: _____, 2007

Date: _____, 2007

Date: _____, 2007

BELL v. WEST TRAVEL, INC. (CASE NO. C04-08902)

STIPULATION AND SETTLEMENT AGREEMENT - 13

WEBSTER, MRAK & BLUMBERG

1420 FIFTH AVE. SUITE 2200
P.O. BOX 16365
SEATTLE, WA 98116-0365
(206) 223-0344

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06/04/2007 13:39

Anthony Ginster
2069382953
MRAKBLUMBERG

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Date June 4th 2007

PLAINTIFFS' COUNSEL

GINSTER & WEBB, P S INC

By: [Signature]
Anthony J. Ginster
Gordon C. Webb

WEBSTER, MRAK & BLUMBERG

By: [Signature]
James H. Webster
Richard B. Blumberg

WEST TRAVEL, INC. and ALASKA
SIGHTSEEING/CRUISE WEST CO
dba CRUISE WEST

By: [Signature]
Jeff Korda
President

RICHARD G. WEST, an individual

[Signature]
Richard G West

DEPENDANTS' COUNSEL

KIRKPATRICK & LOCKHART
PRESTON GATES ELLIS LLP

By: [Signature]
Patrick M. Madden
Marc C. Levy

BEHL v WEST TRAVEL, INC. (CASE NO 004-08907)
STIPULATION AND SETTLEMENT AGREEMENT - 1)

WEBSTER, MRAK & BLUMBERG
1400 FIFTH AVE SUITE 3200
P.O. BOX 16344
SEATTLE, WA 98116-0343
(206) 222-0944

EXHIBIT A

COMPLETE LIST OF INDIVIDUALS WHO SUBMITTED A CONSENT TO BECOME A PARTY PLAINTIFF IN
BELL v. WEST TRAVEL (Case No. C04-0890Z)

Allen, Christy	Gladu, Lindsay (Diane)	Mewmaw, Chad
Amonette, Amy	Goltz, Mandy	Mostefa, Benbadis L.
Asmundson, Paul	Goodman, Leah	Neifert, Leanne
Bader, Karen	Goodwillie, Michael R.	O'Dell, Donita
Ball, Amy L.	Granado, Olivia I.	Orr, Joshua M.
Baretich, Robert O.	Gray, Stephanie	Outen, Aaron
Barker, Kaci J.	Guimond, Tim	Oveson, Amanda K.
Barnett, Meredith	Guthrie, Jennifer	Page, Alexa C.
Bayley, Joe	Halley, Brian	Palko, Rachel
Bell, Kirk	Hanson, Dustin	Persha, Chad N.
Bell, Rebecca	Harvey, Stephanie	Peterson, Andrea
Belt, Shanta	Haun, Amanda	Potter, Connie
Bernard, Steven	Hefta, Scott M.	Pradel, Tamlin
Blanford, Nathaniel	Hendrick, Karisse	Price, Cory
Blevins, Rachel	Herbert, Phil	Quinn, Nicoll
Bliss, Kelly	Hildebrandt, Elisabeth	Raketty, Clifford
Boney, John T.	Hinzman, Jason	Reagan, Carol
Brenden, Martha	Holley, Amber	Reier, Carl
Brill, Patricia	Howard, Robert Ryan	Renaud, Marlene
Brown, Matt	Humphreys, Catherine	Riley-Smith, Lauricia
Bucknot, Rondi	Irvin, Jennifer	Rodriguez, Arthur
Burdg, Tim	Jewell, Erin	Ruffino, Gregory K.
Burgin, Duane	Johnson, Tom	Russell, Tyler J.
Burnett, Stephan	Jonstone, Carolyn	Sandelin, Sabrina
Calhoun, Kenneth	Kavanau, Corrie	Sanders, Alixis
Campbell, Michael	Kehl, Sylvia	Sapp, Byron
Caradine, Lisa	Kennedy, Megan	Schultz, Gerard
Christy L. Mitchel (aka Love)	Kimble, Jessica	Shaw, Cheyenne
Church, Eric	Kipp, Karen	Sheehan, Amy
Ciano, James	Kleier, Jaclyn	Sibbald, Shannon
Clark, Phillip	Knight Jr., Gregory	Siekkinen, J. Garin
Cox, Kelli	Knight, Cassandra	Siekkinen, John Brandon
Craddock (Glockner), Twila J.	Kuprienko, Kevin	Smith, Dwayne
Davis, Richard	Kuzov, Shanda	Smth, Gary
Delorenza, Christina	La Follette, Suzanna	Smith, Nicole
Denman, Stacy	Lampe, Amy	Spencer, Alanna J.
DeYoung, Michelle L.	Lane, Donyelle	Steppig, Jennifer
Dickinson, Robert J.	Lehman, Heather	Stewart, Jennifer
Dillin, Ray	Lett, Angela	Stone, Kate
Dozier, Debra	Lispie, Alissa	Strode, Callie A.
Dunn, Ronnie	Litvak, Norman	Talley, Kasey
Dunphy, Joan	Long, Amy	Tarbell, Ryan
Edwards, Rochelle	Long, Melanie	Taylor, Chris
Esterline, Blythe	Lucas, Ryan	Thylin, Sandra
Eubanks, Sarah	Mack, Trinity	Tofte, Erik
Eye, Benjamin	Marcello, Robert A.	Toney, Richard
Fertal, Lindsay	Martinez, Alicia	Wait, Alex
Fleming, Kara	Mathews, Roland	Welfare, Lisa A.
Force, Kimberly	Mauricio, Christina	Williams, Christopher
Foster, Rachol M.	McCullough, James	Wood, Karianne
Frakes, Richard	McGregor, Nicole	Wood, Tammy M.
Fuller, Rachel	Menzel, Faye	Wright, Angela
Gills, Rodriguez	Morila, Lia A.	Yu, John

EXHIBIT B

HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

REBECCA BELL, et al.

PLAINTIFFS,

V.

WEST TRAVEL, INC., and ALASKA
SIGHTSEEING/CRUISE WEST CO.
D/B/A CRUISE WEST, and RICHARD
G. WEST, an individual,

DEFENDANTS.

Case No. 04-1890Z

FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE

This matter has come before the Court for hearing pursuant to Plaintiffs' Motion for Approval of Settlement Agreement as set forth in the Stipulation and Settlement Agreement ("Agreement") between the parties, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed of the premises and good cause appearing therefore, it is

ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used herein shall have the same meaning as defined in the Agreement.

BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL
WITH PREJUDICE - 1

WEBSTER, MRAK & BLUMBERG
1420 FIFTH AVE. SUITE 2200
P.O. BOX 16365
SEATTLE, WA 98116 0365
(206) 223-0344

1 2. This Court has jurisdiction over the subject matter of this litigation and over
2 all Parties to this litigation, including all Plaintiffs.

3 3. This Court hereby approves the terms set forth in the Agreement and finds
4 that the Agreement involves the resolution of a bona fide dispute over liability and damages
5 under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., and is, in all respects, fair and
6 reasonable and directs the Parties to effectuate the Agreement according to its terms. The
7 Court finds that the Agreement has been reached as a result of intensive, serious and non-
8 collusive arms-length negotiations. The Court further finds that the Parties have conducted
9 extensive and costly discovery and research and counsel for the Parties are able reasonably to
10 evaluate their respective positions. The Court also finds that settlement at this time will
11 avoid additional substantial costs, as well as avoid the delay and risks that would be
12 presented by the further prosecution of the Action. The Court has reviewed the monetary
13 recovery that is being granted as part of the Agreement and recognizes the significant value
14 to the Plaintiffs of the monetary recovery.

15 4. Plaintiffs, both individually and in their collective capacity, on behalf of
16 themselves and their marital communities, heirs, executors, administrators, and assigns, are
17 hereby barred and permanently enjoined from maintaining, prosecuting, commencing, or
18 pursuing against Cruise West and discharge Cruise West, its owners, affiliates, or related
19 entities, and its present and former directors, officers, employees, agents and attorneys, both
20 individually and in their representative capacities, from any and all claims, rights, demands,
21 charges, complaints, causes of action, damages, obligations, disputes, or liabilities of any
22 kind or nature that were asserted in the Action or could have been but were not asserted in
23 the Action, whether known or unknown, arising out of the alleged facts, circumstances, and

BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL
WITH PREJUDICE - 2

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SEATTLE, WA 98116-0365
(206) 223-0344

1 occurrences underlying the allegations set forth in the Amended Complaint. This discharge
 2 specifically excludes, without limitation, any claims for the following: any claims for breach
 3 or enforcement of this Agreement; any claims for personal injury, maintenance, cure, and
 4 "unearned wages" arising due to any injury and/or illness suffered by a Plaintiff while in the
 5 employment of Cruise West and/or the service of one or more of Cruise West's vessels; any
 6 claims for or entitlements to ERISA plan benefits; any claims under the Age Discrimination
 7 in Employment Act or Older Workers Benefits Protection Act; any claims that may not be
 8 released as a matter of law; and claims under the Fair Labor Standards Act for any period
 9 after March 7, 2005.

10 5. The Agreement is not an admission by Cruise West or any of the other
 11 Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action or
 12 of any wrongdoing by Cruise West or any of the other Released Parties. Neither this
 13 Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry
 14 out the Agreement is, may be construed as, or may be used as an admission, concession, or
 15 indication by or against Cruise West or any of the other Released Parties as to the validity or
 16 merits of the claims asserted or of any fault, wrongdoing or liability whatsoever.

17 6. The settlement payments cover claims under the Fair Labor Standards Act for
 18 the period through March 7, 2005.

19 7. No later than June 30th, 2007 or fifteen (15) days after this Final Judgment is
 20 entered, whichever is later, defendants shall pay the principal amount of \$940,000.00 plus
 21 accrued interest, if any, to Webster Mrak & Blumberg in trust for Rebecca Bell et al., and
 22 mail or deliver the check to Webster Mrak & Blumberg at 1420 Fifth Avenue, Suite 2200,
 23 P.O. Box 16365, Seattle, WA 98116-0365, in that amount, for distribution in accordance

BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL
 WITH PREJUDICE - 3

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1 with the Agreement. Interest shall begin to accrue on the principal amount at annual rate of
 2 8.25% on the date which is fifteen (15) days past entry of this Final Judgment and continue to
 3 accrue at that rate until the settlement is paid. Webster Mrak & Blumberg is approved as the
 4 Settlement Administrator and is to administer the Settlement Fund in accordance with the
 5 Stipulation and Settlement Agreement.

6 8. The Court hereby dismisses the Action on the merits and with prejudice
 7 against the Named Plaintiffs and all individuals who submitted to the Court a Consent to
 8 Become a Party Plaintiff in favor of Cruise West and without costs or attorneys' fees to any
 9 party, except as provided for in the Agreement. In the event settlement is not perfected, any
 10 party may move to reopen the case, provided such motion is filed within 90 days of the date
 11 of this Final Judgment. Without affecting the finality of this Judgment in any way, this Court
 12 hereby retains continuing jurisdiction over interpretation, implementation and enforcement of
 13 the Agreement and such other post-Final Judgment matters as may be appropriate under the
 14 court rules. If the settlement has not been satisfied within the time provided in paragraph 7,
 15 above, plaintiffs shall be awarded a monetary judgment, subject to execution in the amount
 16 of \$940,000.00, plus all accrued and accruing interest. In the event of any motion(s) and/or
 17 proceedings which the Court deems reasonable and necessary to the enforcement of the
 18 Agreement, the prevailing party in such proceedings shall be entitled to an award of its
 19 reasonable attorneys fees and costs.

20 9. The Court hereby awards Plaintiffs' Counsel, payable from the Settlement Fund,
 21 costs in the amount of \$ 6,764.43, plus Costs of Administration as provided for in the
 22 Agreement, and attorneys' fees in the amount of \$313,333.33. Plaintiffs' counsel shall not be
 23 entitled to any other award of attorneys' fees or costs in any way connected with this Action.

BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL
 WITH PREJUDICE - 4

WEBSTER, MRAK & BLUMBERG
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1 10. After administration of the Settlement has been completed in accordance with
2 the Agreement and all amounts calculated, and in no event later than 180 days after entry of
3 this order, Webster Mrak & Blumberg shall file a report with this Court certifying
4 compliance with the terms of the Agreement.

5 11. The Court finds that the Agreement is in good faith and constitutes a fair,
6 reasonable and adequate compromise of the released claims against Cruise West.

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8 Dated: June 13, 2007


UNITED STATES DISTRICT JUDGE

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BELL v. WEST TRAVEL, INC. (CASE NO. C04-0890Z)

FINAL JUDGMENT AND ORDER OF DISMISSAL
WITH PREJUDICE - 5

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EXHIBIT C

CALCULATION AND APPORTIONMENT OF PLAINTIFFS' DOUBLE DAMAGES BASED UPON THE ASSUMPTION OF A 14 HOUR DAY WITH THE REGULAR RATE PAID FOR 13 HOURS

Emp_SD	Damages
Allen, Christy	15426.04
Amonette, Amy	20720.93
Asmundson, Paul	50294.51
Bader, Karen	1978.66
Ball, Amy L.	26405.02
Baretich, Robert O.	15427.18
Barker, Kaci J.	41120.28
Barnett, Meredith	3555.23
Bayley, Joe	5363.62
Bell, Kirk	20877.6
Bell, Rebecca	10569.19
Beit, Shanta	10232
Bernard, Steven	397.81
Blanford, Nathaniel	19418.79
Blevins, Rachel	0 (not employed in class period)
Bliss, Kelly	2026.16
Boney, John T.	9042.84
Brenden, Martha	1437.21
Brill, Patricia	22662.9
Brown, Matt	7436.29
Bucknot, Rondi	74673.7
Burdg, Tim	7420.64
Burgin, Duane	4198.19
Burnett, Stephan	27744.95
Calhoun, Kenneth	7436.29
Campbell, Michael	10814.33
Caradine, Lisa	2608.9
Christy L. Mitchel (aka Love)	2894.25
Church, Eric	4660.21
Ciano, James	3357.15
Clark, Phillip	0 (not employed in class period)
Cox, Kelli	15580.18
Craddock (Glockner), Twila J.	2420.58
Davis, Richard	427.75
Delorenza, Christina	0 (not employed in class period)
Denman, Stacy	3668.71
DeYoung, Michelle L.	29667.71
Dickinson, Robert J.	6674.63
Dillin, Ray	0 (not employed in class period)
Dozier, Debra	3987.52
Dunn, Ronnie	0 (not employed in class period)
Dunphy, Jean	15352.94
Edwards, Rochelle	0 (not employed in class period)
Esterline, Blythe	14117.91
Eubanks, Sarah	0 (not employed in class period)
Eye, Benjamin	6318.7
Fertal, Lindsay	21871.42
Fleming, Kara	17590.87
Force, Kimberly	13404.82
Foster, Rachel M.	23022.4

CALCULATION AND APPORTIONMENT OF PLAINTIFFS' DOUBLE DAMAGES BASED UPON THE ASSUMPTION OF A 14 HOUR DAY WITH THE REGULAR RATE PAID FOR 13 HOURS

Frakes, Richard	50020.4	
Fuller, Rachel	13513.03	
Gills, Rodriquez	11722.05	
Gladu, Lindsay (Diane)	52496.7	
Goltz, Mandy	419.19	
Goodman, Leah	10063.89	
Goodwillie, Michael R.	9135.17	
Granado, Olivia I.	2677.75	
Gray, Stephanie	42111.83	
Guimond, Tim	17315.06	
Guthrie, Jennifer	6578.32	
Halley, Brian	1815.44	
Hanson, Dustin	20689.53	
Harvey, Stephanie	14818.94	
Haun, Amanda	0	(not employed in class period)
Hefta, Scott M.	39467	
Hendrick, Karisse	2328.74	
Herbert, Phil	38789.85	
Hildebrandt, Elisabeth	2406.05	
Hinzman, Jason	21785.32	
Holley, Amber	8291.02	
Howard, Robert Ryan	4462.51	
Humphreys, Catherine	24943.45	
Irvin, Jennifer	15754.64	
Jewell, Erin	15196.33	
Johnson, Tom	2662.65	
Jonstone, Carolyn	0	(not employed in class period)
Kavanau, Corrie	5446.33	
Kehl, Sylvia	22463.51	
Kennedy, Megan	27528.2	
Kimble, Jessica	16072.21	
Kipp, Karen	397.81	
Kleier, Jaclyn	2269.31	
Knight Jr., Gregory	648.96	
Knight, Cassandra	12602.48	
Kuprienko, Kevin	29354.26	
Kuzov, Shanda	2662.65	
La Follette, Suzanna	1894.68	
Lampe, Amy	20799.27	
Lane, Donyelle	23407.21	
Lehman, Heather	397.81	
Leit, Angela	0	(Worked only on foreign flagged Spirit of Oceanus)
Lispi, Alissa	12704.45	
Litvak, Norman	14958.51	
Long, Amy	8714.45	
Long, Melanie	12639.13	
Lucas, Ryan	16606.56	
Mack, Trinity	41955.17	
Marcello, Robert A.	10222.69	
Martinez, Alicia	3207.28	
Mathews, Roland	0	(not employed in class period)

CALCULATION AND APPORTIONMENT OF PLAINTIFFS' DOUBLE DAMAGES BASED UPON THE
ASSUMPTION OF A 14 HOUR DAY WITH THE REGULAR RATE PAID FOR 13 HOURS

Mauricio, Christina	7114.89
McCullough, James	11702.04
McGregor, Nicole	23920.52
Menzel, Faye	1654.92
Merila, Lia A.	4243.04
Mowmaw, Chad	15829.27
Mostefa, Benbadis L.	3946.98
Neifert, Leanne	1679.28
O'Dell, Donita	28515.02
Orr, Joshua M.	427.75
Outen, Aaron	9314.98
Oveson, Amanda K.	731.45
Page, Alexa C.	12078.65
Palko, Rachel	12756.1
Persha, Chad N.	33807.63
Peterson, Andrea	6578.32
Potter, Connie	55965.42
Pradel, Tamlin	28133.51
Price, Cory	2699.94
Quinn, Nicoll	6000.17
Raketty, Clifford	8748.57
Reagan, Carol	6946.24
Reier, Carl	24232.94
Renaud, Marlene	0 (not employed in class period)
Riley-Smith, Lauricia	2937.94
Rodriguez, Arthur	13778.94
Ruffino, Gregory K.	18660.18
Russell, Tyler J.	8245.15
Sandelin, Sabrina	17052.26
Sanders, Alixis	4198.19
Sapp, Byron	6867.35
Schultz, Gerard	6867.35
Shaw, Cheyenne	2724.03
Sheehan, Amy	4025.97
Sibbald, Shannon	27356.14
Siekkinen, J. Garin	18273.31
Siekkinen, John Brandon	4538.63
Smith, Dwayne	6670.14
Smith, Gary	13285.7
Smith, Nicole	8184.8
Spencer, Alanna J.	1376.72
Steppig, Jennifer	397.81
Stewart, Jennifer	18686.89
Stone, Kate	7223.77
Strode, Callie A.	8813.01
Talley, Kasey	5348.01
Tarbell, Ryan	18648.69
Taylor, Chris	8169.5
Thylin, Sandra	3364.57
Tofte, Erik	10301.03
Toney, Richard	513.3

CALCULATION AND APPORTIONMENT OF PLAINTIFFS' DOUBLE DAMAGES BASED UPON THE
ASSUMPTION OF A 14 HOUR DAY WITH THE REGULAR RATE PAID FOR 13 HOURS

Wait, Alex	11800.38
Welfare, Lisa A.	3946.98
Williams, Christopher	8772.3
Wood, Karianne	5612.01
Wood, Tammy M.	13261.95
Wright, Angela	12177.42
Yu, John	34870.68